

20060525091901

LYDIA BECKER

Plaintiff

Superior Court Of New Jersey

vs.
ELYSIAN CHARTER SCHOOL OF HOBOKEN

HUDSON Venue

Defendant

Docket Number: HUD L 002185-06

3524-8

Person to be served (Name and Address):
 ELYSIAN CHARTER SCHOOL OF HOBOKEN
 301 GARDEN ST.
 HOBOKEN NJ 07030

By serving: ELYSIAN CHARTER SCHOOL OF HOBOKEN

AFFIDAVIT OF SERVICE (For Use by Private Service)

Attorney: TY HYDERALLY, ESQ.

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Papers Served: SUMMONS AND COMPLAINT, TRACK ASSIGNMENT
NOTICE, CISService Data: ☒ Served Successfully ☐ Not Served

Date/Time: 05/30/2006 02:20PM

R.R.☐ Delivered a copy to him/her personally

Attempts:

Date/Time: _____

Date/Time: _____

Date/Time: _____

☐ Left a copy with a competent household member over 14 years of age
residing therein (Indicate name & relationship at right)

Name of Person Served and relationship/title:

☒ Left a copy with a person authorized to accept service, e.g. managing agent,
registered agent, etc. (Indicate name & official title at right)

JOHN MERCADO

MANAGING AGENT

Description of Person Accepting Service:SEX: M AGE: 36-50 HEIGHT: 5'4"-5'8" WEIGHT: 161-200 LBS. SKIN: WHITE HAIR: GRAY OTHER:
MOUSTACHE-GLASSES**Inserved:**

- ☐ Defendant is unknown at the address furnished by the attorney
☐ All reasonable inquiries suggest defendant moved to an undetermined address
☐ No such street in municipality
☐ Defendant is evading service
☐ No response on:

Date/Time: _____

Date/Time: _____

Date/Time: _____

Other:

FILED
TEAM #4
 JUN 05 2006
 SUPERIOR COURT OF NJ
 COUNTY OF HUDSON
 CIVIL DIVISION #8

Served Data:

Subscribed and Sworn to me this

_____ day of May, 2006

Notary Signature: Jackeline Gonzalez

JACKELINE GONZALEZ

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires Dec. 7, 2010

I, MARK SACRIPANTI

was at the time of service a competent adult
not having a direct interest in the litigation.I declare under penalty of perjury that the
foregoing is true and correct.

Signature of Process Server

5/31/2006

Date

Name of Private Server: MARK SACRIPANTI Address: 2009 Morris Avenue UNION, NJ 07083 Phone: (908) 687-0056



LYDIA BECKER

Plaintiff

Superior Court Of New Jersey

vs.

HUDSON Venue

ELYSIAN CHARTER SCHOOL OF HOBOKEN

Defendant

Docket Number: HUD L 00218506

12524-2

Person to be served (Name and Address):

STEVEN FEINSTEIN
112 MADISON ST. 1ST. FLOOR
HOBOKEN NJ 07030

By serving: STEVEN FEINSTEIN

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Attorney: TY HYDERALLY, ESQ.

Cost of Service pursuant to R. 4:4-3(c)

Papers Served: SUMMONS AND COMPLAINT, TRACK ASSIGNMENT
NOTICE, CIS

\$ _____

Service Data: [X] Served Successfully [] Not Served

Date/Time: 06/06/2006 05:38PM

[X] Delivered a copy to him/her personally

[] Left a copy with a competent household member over 14 years of age
residing therein (Indicate name & relationship at right)[] Left a copy with a person authorized to accept service, e.g. managing agent,
registered agent, etc. (Indicate name & official title at right)Attempts: Date/Time: _____
Date/Time: _____
Date/Time: _____

Name of Person Served and relationship/title:

STEVEN FEINSTEIN

SELF

FILED
TEAM #4
JUN 21 2006
SUPERIOR COURT OF NJ
COUNTY OF HUDSON
CIVIL DIVISION #7

Description of Person Accepting Service:

EX: M AGE: 36-50 HEIGHT: 5'9"-6'0" WEIGHT: 161-200 LBS. SKIN: WHITE HAIR: BLACK OTHER:
ALDING-GLASSES

nserved:

[] Defendant is unknown at the address furnished by the attorney
[] All reasonable inquiries suggest defendant moved to an undetermined address
[] No such street in municipality
[] Defendant is evading service
[] No response on:

Date/Time: _____
Date/Time: _____
Date/Time: _____

ther:

erved Data:

ubscribed and Sworn to me this

____ day of June, 2006

otary Signature:

DANA MARIA FURCHAK

NOTARY PUBLIC OF NEW JERSEY

Commission Expiration

My Commission Expires Sept. 13, 2010

Name of Notary

I, MARK SACRIPANTI

was at the time of service a competent adult
not having a direct interest in the litigation.
I declare under penalty of perjury that the
foregoing is true and correct.

Signature of Process Server

6/6/2006
Date

ame of Private Server: MARK SACRIPANTI Address: 2009 Morris Avenue UNION, NJ 07083 Phone: (908) 687-0056

CMV

HUDSON COUNTY SUPERIOR COURT
HUDSON COUNTY
383 NEWARK AVENUE
JERSEY CITY NJ 07304

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (201) 217-5162
COURT HOURS

DATE: MAY 19, 2006
RE: BECKER VS ELYSIAN CHARTER SCHOOL OF HOBOKEN
DOCKET: HUD L --002524 06

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 4.

DISCOVERY IS PRESUMPTIVELY 450 DAYS BUT MAY BE ENLARGED OR SHORTENED BY THE JUDGE AND RUNS FROM THE FIRST ANSWER OR 90 DAYS FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE MANAGING JUDGE ASSIGNED IS: HON FRANCES L. ANTONIN

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002
AT: (201) 795-6116.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A CERTIFICATION OF GOOD CAUSE WITHIN 90 DAYS OF THE FILING OF YOUR PLEADING. PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE WITH R.4:54-2.

ATTENTION:

ATT: TY HYDERALLY
TY HYDERALLY
94 PARK STREET
MONTCLAIR NJ 07042

BLAKS

Law Offices of Ty Hyderally, PC
96 PARK STREET
MONTCLAIR, NEW JERSEY 07042
TELEPHONE (973) 509-3581
FACSIMILE (973) 509-2003
Attorneys for Plaintiff: LYDIA BECKER

FILED
TEAM #1

MAY 17 2006

SUPERIOR COURT OF NJ
COUNTY OF HUDSON
CIVIL DIVISION #7

LYDIA BECKER,

PLAINTIFF,

VS.

ELYSIAN CHARTER SCHOOL OF
HOBOKEN, STEVEN FEINSTEIN,
JOHN DOES 1-10, AND XYZ CORP. 1-10,

DEFENDANTS.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: HUDSON COUNTY
DOCKET NO.:

Hud-2-2524-06
CIVIL ACTION

COMPLAINT AND JURY DEMAND

Plaintiff, Lydia Becker ("Becker" or "Plaintiff"), by way of this Complaint against the Defendants, Elysian Charter School of Hoboken ("Elysian"), Steven Feinstein ("Feinstein"), John Does 1-10, and XYZ Corp. 1-10 (hereinafter collectively the "Defendants") hereby says:

I. Nature of Action, Jurisdiction, and Venue

1. This is an action seeking equitable and legal relief for and under: (1) the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 *et seq.* (disability discrimination); (2) the Family Medical Leave Act, 29 U.S.C. § 2651(b) *et seq.*; (3) breach of express and implied contract; (4) breach of the implied covenant of good faith and fair dealing; (5) theft; and (6) wrongful possession.
2. This court has jurisdiction due to the nature of the action and the amount in controversy. Additionally, Plaintiff has satisfied all prerequisites to bringing these claims.
3. Venue is appropriate in this court since Defendants have an office and do business in Hudson County, New Jersey; and some of the causes of action occurred in Hudson County, New Jersey.

II. Parties

4. During the relevant time period, Plaintiff was a teacher and the Head Teacher of Elysian.
5. Elysian is located at 301 Garden Street, Hoboken, New Jersey 07030.
6. During the relevant time period, Feinstein was and still remains the Chairperson of the Board of Directors and resides at 112 Madison Street, 1st Fl., Hoboken, New Jersey 07030.
7. Defendants are subject to suit under the statutes alleged herein.
8. At all times referred to in this complaint, employees of the Corporate Defendant, who are referred to herein, were acting within the scope of their employment at the workplace during working hours. Moreover, the Corporate Defendants ratified, embraced and added to their conduct.

III. Factual Allegations

9. In approximately, 1997, Becker began working for Elysian.
10. During her tenure, she received excellent performance evaluations.
11. Further, Becker received numerous accolades from teachers, parents, students, members of the Board, and officials with the New Jersey Department of Education due to her level of performance and commitment to Elysian.
12. During the Fall of 2004, Becker started to experience pains and other symptoms that appeared to be related to her heart.
13. She treated with her doctor, Jeffrey Kocher, M.D., who sent her to a cardiologist, on September 10, 2004.
14. Becker met with the cardiologist who determined that plaintiff suffered from significant stress and was at risk for having a heart attack.
15. Becker was then sent for a separate test which reflected that she suffered from elevated stress and a physical impairment that her body was overproducing calcium.
16. Becker immediately advised defendants of her disability and began a regimen of taking medication to decrease her cholesterol and monitor her calcium levels.
17. Despite this disability, Becker performed her work duties in an exemplary fashion.

18. On June 9, 2005, plaintiff had a breakdown at work due to her medical condition/disability.
19. She met with the school nurse, Diane DeSombre, RN, who took her blood pressure which was seriously elevated.
20. The nurse requested that Becker go home to see her doctor.
21. On June 10, 2005, Becker advised Feinstein of her medical condition and requested medical leave.
22. Due to the facts surrounding plaintiff and her medical condition, she falls under the protections of the statutes plead herein.
23. Feinstein approved the leave, and Becker sent correspondence to the families of school children advising them of her medical condition and stating that she intended to return to work in three weeks.
24. Becker fully intended to return to work; and, during the time period of June 10, 2005 to June 30, 2005, she worked from home, performed limited work duties, and stayed in touch with employees at Elysian and Board Members.
25. Subsequently, Feinstein stayed in touch with Becker and advised her that Elysian needs her to be healthy.
26. However, it is certainly conceivable that Board Members believed that Becker would not return to work during to her serious medical condition.
27. On June 23, 2005, Becker advised that she was on the mend and would return to work.
28. On June 26, 2005, Becker contacted Michael Weinberg, Board Member for Elysian, and he suggested she retire. Plaintiff responded that she would not retire.
29. On June 27, 2005, Feinstein responded by requesting, for the first time, that Becker provide medical documentation of her medical leave.
30. On June 28, 2005, Becker provided the requested medical documentation of her medical condition which reflected a return to work date of July 5, 2005.
31. Two days later, on June 30, 2005, defendants terminated Becker.
32. Feinstein aided and abetted in the violation of the statutes referenced above.
33. Initially, defendants stated that the reason for Becker's termination was due to her illness. However, once defendants' attorneys were more involved in drafting a reason as to why

Becker was terminated, this reason changed to incompetency. Defendants then changed the termination reason to nervous breakdown.

34. Once legal proceedings were commenced, this reason was once again changed to inappropriate behavior.
35. Further, although Becker had certain contractual rights to appear before the Board before being terminated, defendants violated these contractual rights.
36. Additionally, there appear to be contractual grievance procedures that Becker initiated that were violated by defendants.
37. At the time plaintiff was terminated, plaintiff received a salary of \$116,000 per annum. Further, plaintiff received benefits such as health care, prescription plan, dental, life insurance, pension, sick leave (12 days per year that carries over with no ceiling), vacation (4 weeks per year), family illness days (approximately 3 per year), personal days (approximately 4 per year), paid holidays and school vacations, course reimbursement, etc.
38. These benefits of employment make up plaintiff's claim for damages. Further, plaintiff has experienced significant physical and or emotional distress and was diagnosed as suffering from post traumatic stress disorder due to defendant's actions.

Count I
(New Jersey Law Against Discrimination)
(Disability/ Handicap Discrimination)

39. Plaintiff realleges and incorporates herein the above paragraphs.
40. The foregoing facts and circumstances demonstrate that Defendants have violated the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 *et seq.*, by discriminating against Plaintiff due to Plaintiff's handicap and/or disability.
41. As a direct and proximate result of the actions of Defendants, Plaintiff has suffered mental anguish, physical discomfort, pain and suffering, shame and embarrassment, and/or aggravation of a previously existing mental or emotional and physical condition. Furthermore, Plaintiff has suffered lost wages, a diminished ability to earn a living, and a diminished capacity to enjoy Plaintiff's life. Moreover, Plaintiff has and/or may have to

incur expenses for medical, psychiatric, and/or psychological counseling and care. Plaintiff's damages have been experienced in the past, and they will continue into the future.

42. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.

Count II
(Family Medical Leave Act, 29 U.S.C. § 2651(b) *et seq.*)

43. Plaintiff realleges and incorporates herein the above paragraphs.
44. The foregoing facts and circumstances demonstrate that Defendants have violated the Family Medical Leave Act, 29 U.S.C. § 2651(b) *et seq.* (the "FMLA").
45. As a direct and proximate result of the actions of Defendants, Plaintiff has suffered mental anguish, physical discomfort, pain and suffering, shame and embarrassment, and/or aggravation of a previously existing mental or emotional and physical condition. Furthermore, Plaintiff has suffered lost wages, a diminished ability to earn a living, and a diminished capacity to enjoy Plaintiff's life. Moreover, Plaintiff has and/or may have to incur expenses for medical, psychiatric, and/or psychological counseling and care. Plaintiff's damages have been experienced in the past, and they will continue into the future.
46. Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.

Count III
(Breach of Express and Implied Contract)

47. Plaintiffs repeat and incorporate herein the above paragraphs.
48. Defendant's actions give rise to the claim of breach of express and implied contract.
49. As a direct and proximate result of the actions of Defendant, Plaintiffs have been damaged.

Count IV
(Breach of the Implied Covenant of Good Faith and Fair Dealing)

50. Plaintiffs repeat and incorporate herein the above paragraphs.
51. Defendant's actions give rise to the claim of breach of the implied covenant of good faith and fair dealing.
52. As a direct and proximate result of the actions of Defendant, Plaintiffs have been damaged.

Count V
(Theft)

53. Plaintiff realleges and incorporates herein the above paragraphs.
54. Plaintiff had numerous personal belongings at her work location.
55. When she was terminated, she was not allowed to retrieve these personal belongings.
56. Plaintiff made repeated demand that her personal belongings be returned to her.
57. However, as of this day, defendants have wrongfully kept possession of plaintiff's belongings.
58. The value of these personal belongings is in excess of \$3,000.
59. Defendant's actions give rise to the claim of theft.
60. As a direct and proximate result of the actions of Defendants, Plaintiff has suffered mental anguish, physical discomfort, pain and suffering, shame and embarrassment, and/or aggravation of a previously existing mental or emotional condition. Furthermore, Plaintiff has suffered lost wages, a diminished ability to earn a living, and a diminished capacity to enjoy Plaintiff's life. Moreover, Plaintiff has and/or may have to incur expenses for medical, psychiatric, and/or psychological counseling and care. Plaintiff's damages have been experienced in the past, and they will continue into the future.

Count VI
(Wrongful Possession)

61. Plaintiff realleges and incorporates herein the above paragraphs.
62. Plaintiff had numerous personal belongings at her work location.

63. When she was terminated, she was not allowed to retrieve these personal belongings.
64. Plaintiff made repeated demand that her personal belongings be returned to her.
65. However, as of this day, defendants have wrongfully kept possession of plaintiff's belongings.
66. The value of these personal belongings is in excess of \$3,000.
67. Defendant's actions give rise to the claim of wrongful possession.
68. As a direct and proximate result of the actions of Defendants, Plaintiff has suffered mental anguish, physical discomfort, pain and suffering, shame and embarrassment, and/or aggravation of a previously existing mental or emotional condition. Furthermore, Plaintiff has suffered lost wages, a diminished ability to earn a living, and a diminished capacity to enjoy Plaintiff's life. Moreover, Plaintiff has and/or may have to incur expenses for medical, psychiatric, and/or psychological counseling and care. Plaintiff's damages have been experienced in the past, and they will continue into the future.

WHEREFORE, as to each and every count, Plaintiff demands judgment on each and all of these Counts against the Defendants jointly and severally, as follows:

- A. Compensatory damages of not less than \$500,000;
- B. Damages for lost wages and benefits, back pay, front pay (or reinstatement);
- C. Damages for humiliation, mental and emotional distress;
- D. Statutory damages, if applicable;
- E. Punitive damages and or liquidated damages where permitted by law;
- F. Attorneys' fees and costs of suit;
- G. Lawful interest - including pre-judgment interest on lost wages;
- H. Lawful interest - including pre-judgment interest on any wages not paid in a timely manner; and
- I. Such other, further and different relief as the Court deems fitting, just and proper.

Plaintiff hereby reserves the right to amend this Complaint to supplement or modify the factual obligations and claims contained herein, based upon information received from the Defendants, witnesses, experts, and others in the course of discovery in this matter.

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 4:35-1(a) and (b), Plaintiff respectfully demands a trial by jury on all issues in the within action so triable.

DESIGNATION OF TRIAL COUNSEL

In accordance with Rule 4:25-4, TY HYDERALLY is hereby designated as trial counsel on behalf of Plaintiff.

R. 4:5-1(b)(2) CERTIFICATION OF NO OTHER ACTIONS OR PARTIES

I hereby certify that there are no other parties known to me at this time who should be joined as parties to this action. There is currently pending an administrative hearing to pursue issues not plead herein.

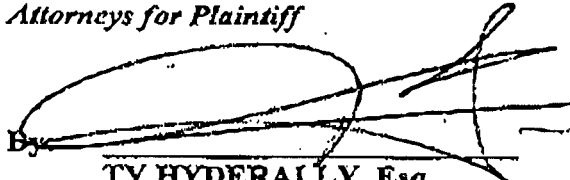
DEMAND FOR PRODUCTION OF INSURANCE AGREEMENTS

Pursuant to R. 4:10-2(b), demand is hereby made that you disclose to the undersigned whether there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy all or part of a judgment which may be entered in the action or to indemnify or reimburse for payment made to satisfy the judgment.



If so, please attach a copy of each, or in the alternative state, under oath and certification: (A) policy number; (b) name and address of insurer; (c) inception and expiration date; (d) names and addresses of all persons insured thereunder; (e) personal injury limits; (f) property damage limits; and (g) medical payment limits.

DATED: May 12, 2006

LAW OFFICES OF TY HYDERALLY, PC
Attorneys for Plaintiff

By 
TY HYDERALLY, Esq.
for the Firm

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CIVIL CASE INFORMATION STATEMENT (CIS)		FOR USE BY CLERK'S OFFICE ONLY	
 <p>Use for initial Law Division – Civil Part pleadings (not motions) under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or if attorney's signature is not affixed.</p>		PAYMENT TYPE: CK CG CA CHK/CK NO. AMOUNT: OVERPAYMENT: BATCH NUMBER:	
ATTORNEY/PRO SE NAME TY HYDERALLY, ESQ.	TELEPHONE NUMBER (973) 509-3581	COUNTY OF VENUE HUDSON COUNTY	
FIRM NAME (if applicable) LAW OFFICES OF TY HYDERALLY, PC		DOCKET NUMBER (When available) <i>Filed 6-25-06</i>	
OFFICE ADDRESS 96 PARK STREET MONTCLAIR, NJ 07042		DOCUMENT TYPE COMPLAINT AND JURY DEMAND JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
NAME OF PARTY (e.g., John Doe, Plaintiff) LYDIA BECKER, PLAINTIFF	CAPTION LYDIA BECKER v. ELYSIAN CHARTER SCHOOL OF HOBOKEN, STEVEN FEINSTEIN, JOHN DOES 1-10, AND XYZ CORP. 1-10		
CASE TYPE NUMBER (See reverse also for listing) 618	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, LIST DOCKET NUMBERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY, IF KNOWN <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN		
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.			
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION			
A. DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, IS THAT RELATIONSHIP <input checked="" type="checkbox"/> EMPLOYER-EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) _____ <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS		
B. DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION:			
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, PLEASE IDENTIFY THE REQUIRED ACCOMMODATION: _____		
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, FOR WHAT LANGUAGE: _____		
ATTORNEY SIGNATURE <i>Ty Hyderally / ms</i>			

Revised effective 3/1/04